

HAWAIIAN GAZETTE

M. RAPEE,
DIRECTOR OF THE GOVERNMENT PRESS.

HONOLULU:
WEDNESDAY, AUG. 10, 1870.
BY AUTHORITY.



APPOINTMENT BY THE BOARD OF EDUCATION.—H. H. HITCHCOCK, Esq., has been appointed Inspector General of Schools, pursuant to Section 11 of an Act entitled "An Act to repeal Chapter 10 of the Civil Code and to regulate the Bureau of Public Instruction," passed January 16th A. D. 1865.

By order of the Board of Education,
W. JAS. SMITH, Secretary.

Honolulu, Aug. 1st 1870.

Fete Napoleon.

Monday next, (the 15th inst.) being the anniversary of the Fete of His Imperial Majesty, the Emperor of the French, a solemn Te Deum will be sung in the Roman Catholic Church of this City.

Special Seats will be reserved near the Altar for H. H. M's., Ministers and other officers of His Government, and for the Diplomatic and Consular Corps.

We are requested to say that Mons. Ballico, His Imperial Majesty's Consul and Commissioner, will be happy to receive his countrymen friends and others, at his residence in Nuanu Avenue, between the hours of 12 M., and 2 P. M., of that day.

Madame Ballico will also be happy to receive at the same time, those ladies who may be pleased to call on her on the occasion of this anniversary.

The North German ship *Solo* arrived here on the 3rd inst., from Hong Kong, having on board 168 Chinese emigrants, seeking labor in this country, besides several Chinese passengers. These people had embarked at Hong Kong, under the assurance of Samuel G. Wilder, Esq., that they would find employment here at stated wages, namely, at six dollars per month for farm labor and seven dollars per month for domestic service, and those persons who should employ them would pay their passages to this country, as well as the sums which Mr. Wilder was obliged to advance in cash and for clothing, to enable them to leave their native country comfortably. They arrived all in good health and appeared to be a cheerful set of young men. Some persons saw fit, upon the arrival of the ship, to advise them that they ought to have larger wages than Mr. Wilder had stipulated to find for them, and of the "undesirableness of plantation labor," and that they ought to contract for not more than two years. The immigrants of course, desired to obtain for themselves so favorable terms, but after quietly discussing the matter among themselves for a time, and being reasoned with and shown the improbability of any body paying large advances for a short time, and high wages to persons unacquainted with English or Hawaiian, and as yet unskilled in the labor they were to undertake, they cheerfully signed the contracts, each one, however, showing a peculiar keenness in ascertaining the nature of his employment, the locality, and the character of his employer. The following is the contract under which these men are engaged.

Whereas, the undersigned, a native of China, did embark at the British Colony of Hong Kong, in China, on board the North German ship *"Solo"*, on an understanding with Samuel G. Wilder, Esq., duly authorized Agent of the Board of Immigration of this Kingdom, in China, that the said Samuel G. Wilder, or the Honorable Board of Immigration aforesaid, would find employment for the said— for and during the space of five years, next ensuing the date of these presents, and that the said— will labor faithfully for each person as may agree to serve, with the approbation of the said Board of Immigration.

Now therefore, the said— stipulates and agrees with the Honorable Board of Immigration, and with the said Board of Immigration and the said— that he will pay, during the Five Years aforesaid, the sum of Six Dollars, (in silver money, if required) to the said— for each month of labor, and further, the said— will pay or cause to be paid, all Government Taxes which may be assessed as Personal Taxes against the said—

And it is further agreed, that no labor shall be exacted on Sundays and Government Holidays, except in cases of emergency, when such labor shall be paid for extra; it being understood, and understood that in case the said— should be employed as a domestic servant, whereby his services will be required on Sundays and evenings, he shall receive the sum of Seven Dollars per Month; and it is further agreed, that at Chinese New Year the said— shall have three days liberty, which is to be counted as if he had worked, and a present of two dollars. If the said— shall be sick at any time during the said term of five years, medical attendance shall be afforded to him free of expense, but no wages shall be paid to him during the time of such illness.

And the said— hereby stipulates that all children of the said— shall be instructed in the Public Schools, free of expense to the parents.

And it is further agreed, that during the term of service herein expressed, the said— shall supply good and sufficient Food and comfortable House Room for the said—

And the said— and the said— hereby expressly agree with the Board of Immigration aforesaid, and each with the other that the contract for the service of the said— shall not be assigned or transferred, without the consent of the said Board of Immigration, or its authorized Agent, during the term of this contract.

And it is further agreed and understood by all parties to this Contract, that it is made, subject to the "Masters' and Servants' Act," and all parties are bound by all provisions of that Act, as well as by all other laws of this Kingdom.

The Chinese form of the contract having been written out by Mr. Young Sheong was photographed by Mr. Chase, and a copy as reiterated by photography attached to each man's contract. They re-

quested one month's advance to be given them, although admitting that they had no claim to it, saying they wished to send it to their relatives in China, and some immediately proceeded to deposit this money with the interpreter who had come in the ship, and who appeared to possess their confidence entirely, to send to their friends. One incident occurred which was very creditable to the party; one of the boys had taken the advance for (as he supposed) his friend, and went below with the money. His friend, however, was standing behind him and claimed his advance, not knowing that it had been paid to the other, got it and proceeded below, when the first boy finding that his friend had his own money, brought back that which he had obtained for him and put it on the table. All the men came on shore as soon as they had effected their engagements, and have conducted themselves, generally, with great order, propriety and self-respect, going about in little parties, to see the town and returning to the houses temporarily prepared for them, in proper time; claiming and having for themselves one day in Honolulu, before proceeding to work.

Supreme Court.

BEFORE MR. JUSTICE HARTWELL, at CHAMBERS, IN THE MATTER OF GIP AH CHAN, ALIAS SUN, ALIAS JOHN CARPENTER. AUGUST 5th 1870.

The petition for a writ of Habeas Corpus, was filed July 2nd, by W. C. Jones, the prisoner's attorney, and states that the prisoner is illegally restrained of his liberty for no criminal matter, by J. H. Cony, Sheriff of Hawaii, by virtue of a process issued by D. H. Hitchcock, Police Justice of Hilo, at the suit of one R. V. Husband, a rule was made, to show cause why the writ should not issue.

The Attorney General argued that the petition failed to show a *prima facie* case, that it should set forth the precise cause of detention of known, and that the writ should be denied, unless it appeared that the process under which the prisoner is held was not voidable merely, but actually void.

Mr. Stanley opposed the rule, in behalf of W. L. Green, the legal representative of Theophilus Metcalf, of the agent Husband, and of the owners of the Metcalf plantation, whose names were not specified, with the exception of Gilbert Walker, claiming as one fifth owner. Mr. Stanley argued that the case showed no probable cause and no want of jurisdiction in the Magistrate, and that in any case the writ should not issue to deprive parties of their rights by appeal or error.

Messrs. Thompson and Jones argued in support of the rule, that although the writ would be denied if on its own showing the petition showed a case not within the purview, a specific statement, further than to allege illegal restraint for no criminal matter was not requisite. The Court ordered the petition to be amended by statement of the cause of detention, whereupon the petitioners filed an amendment, reciting the process under which the petitioner is held. At a further hearing on the rule, Mr. Thompson argued that the process was issued under a void law, inasmuch as the prisoner was guilty of no crime, and Art. 11 of the Constitution prohibits involuntary servitude except for crime; that the mittimus was void as it does not show the names of the agents and owners of the "Met plantation," and because it prescribes no limit to the time of imprisonment, and is issued under Sec. 1420, regardless of the amendment of the Act of 1860, which limits the imprisonment in this class of cases to a term not exceeding three months.

Mr. C. C. Harris in behalf of the heirs of Theophilus Metcalf, argued against the rule, that this proceeding was not intended for inquiry into the merits of the case, which can be done by appeal only. That this was a lawful process of a lawful Court, and must stand until declared void by a full Court on error. That Art. 11 of the Constitution was intended against chattel slavery, and not against Acts which the law has prohibited. That a crime means a *malum prohibitum* as well as a *malum per se*, that if the mittimus is defective from vagueness this is not the mode to test its validity. That the amended law of 1860 refers only to second commitments by the Magistrate, and it does not appear that this was such. That the Court will never issue the writ unless the law under which the Magistrate acted is palpably and unanswerably unconstitutional.

Mr. Jones in reply argued that the writ of Habeas Corpus is a mode of exercising appellate jurisdiction in cases like this. It was thereupon ordered, that the writ do issue as prayed for returnable, July 23, at which day the Marshal made return of the body of the prisoner, alleging the cause of his detention to be the mittimus of which a duplicate was set forth in the amended petition. Time was asked by Messrs Stanley and Harris to answer, and was fixed for July 27, at which day they filed this plea viz: "And now come the undersigned, attorneys for the Representatives of the Metcalf Plantation, and for answer submit, that the return to the writ of Habeas Corpus is not full, in that it only sets forth a mittimus, and whereas in truth and in fact the subject matter in litigation before the Police Court at Hilo, was detention of the Petitioner from service under a contract like unto the copy on file, but that the contract was in evidence, and under which the petitioner was brought before the Police Court of Hilo and tried contained an endorsement in the words and figures following, to wit: J. S. Rodgers in consideration of the sum of One Hundred & fifty Dollars to me paid by Theo Metcalf, do hereby assign this contract unto the said Theo Metcalf his Representative & assigns under the agreements and covenants within contained, which are to be done, kept and performed by the said Theo Metcalf."

Witness my hand this 25th day of July A. D. 1865.
(Signed) J. S. ROGERS.
(Signed) Wm. G. IRVING.

Also that the records of the Court will show that R. V. Husband who made the complaint against the petitioner for desertion from service under such contract, was the agent of the representatives of Theo Metcalf and manager of the Metcalf Plantation, and the undersigned submit that the return to the writ of Habeas Corpus should be amended and it thereafter traversed by the petitioner, that a writ of certiorari issue to bring up the record of said Court. All of which the undersigned are ready to verify."

The petitioner admitted the facts alleged in the respondents' plea, and at the request of respondents' counsel, filed the contract referred to, and also the following plea, viz: "And now at this day comes Gip Ah Chan, alias John Carpenter, alias Ah Sun, by his attorneys W. C. Jones and Henry Thompson, and for reply to the return and amended return herein, respectfully states. That he admits that the subject matter of the litigation before the Police Court at Hilo, was the alleged desertion of petitioner from service under what purports to be a contract like unto the copy on file herein; he further admits that the said supposed contract, which was brought before the said Police Justice at Hilo, had what purports to be an endorsement such as is set forth in the said amended return; and he further admits that the records of the said Police Courts, will show that R. V. Husband, who made the complaint against the petitioner for alleged desertion under said supposed contract, was the agent of the representatives of Theo Metcalf and manager of the Metcalf Plantation."

"And thereupon, the petitioner avers that the said supposed contract was never executed by him; that he never executed any contract, but that under glowing promises of high wages and a prospect of speedy wealth in a foreign country, to him indefinite, he was induced to go on board the Prussian ship *Matador* then lying in the Port of Maeani, in the Empire of China, about the beginning of the month of June A. D. 1865; and that some days after he had been on board the said ship, the paper purporting to be a contract now on file in this Court was thrust into his hands, without his knowing the nature of its contents and without any signing or executing of the same by him, that in company with many others of his countrymen he was carried by the said Prussian ship *Matador* to these Islands, where the said ship arrived about the 21st day of July A. D. 1865; that he in company with forty-nine of his countrymen, was landed without his consent, and without knowing his destination; that he was sent to the Metcalf plantation on the Island of Hawaii, without his consent and without any knowledge of his destination; that he has there been forced to work and labor without his consent on said plantation, up to the time that he left the same about the 20th of June A. D. 1870, and that since that period he has been held to service and labor without his consent, by the representatives of said estate, until the time he left as aforesaid."

And thereupon the petitioner alleges.
1. That said supposed contract is not a legal document made under any law of this kingdom.
2. That any assignment of a contract for labor, provided such contract is valid and obligatory, without the consent of the laborer contracting is illegal and void; and that the supposed transfer on what purports to be a contract on file herein, or the supposed assignment of the same, without the consent of the petitioner, is absolutely void in law.
3. That the servitude of the petitioner under the said Theophilus Metcalf and his representatives was involuntary.
4. That on the death of the said Theo Metcalf, the petitioner was entitled to his discharge under the 1415th section of the Civil Code, provided that said supposed contract had been obligatory upon him.
5. That the 1420th section of the Civil Code is in direct conflict with the 11th article of the constitution of 1864, and the action of the Police Justice of Hilo under the same and the warrant of commitment are illegal and void.
6. That petitioner was not brought to this Kingdom under and by virtue of any law or authority of the Hawaiian Government.
7. That the Hawaiian Government through the Board of Immigration ignored the acts of the alleged, pseudo agent of the Porvian Government, refused to sanction them, or hold any intercourse with said pseudo agent, and only gave a qualified permission to land the petitioner together with forty-nine of his countrymen in this Kingdom. Wherefore, the petitioner prays that upon a full hearing of the matter, your Honor will discharge him under the writ of Habeas Corpus issued herein and restore him to his liberty, with his costs in this behalf most wrongfully sustained."

To this plea the respondent's Counsel filed this motion: "That so much of the petitioner's answer by way of traverse to return and amended return, as is contained in said answer commencing at the words 'and thereafter,' in the 14th line, first page, and ending at the words 'left as aforesaid,' in the 15th line, second page, and all points of arguments thereafter contained, to wit, from that marked 1, to the word 'Kingdom,' in point marked 7, in the third page, be stricken from the answer by way of traverse, the same not being cognizable before this Court in the case now on file, and impertinent to the point before the Court." The petitioner, with his answer, offered an affidavit, which, being objected to by the respondents on the ground that they were entitled to cross-examine the witnesses, was not admitted. The Court declining to order any part of the petitioner's answer to be stricken out, the respondents filed a demurrer to the portion thereof objected to as being cognizable only before the Court that tried the cause, and the petitioner joined issue. It was argued for the demurrer, that the respondents could not, by these summary proceedings, be debarred from a jury of the country; that this Court is not vested with jurisdiction to revise the action of the Police Court, upon the facts alleged before him, nor could it be reviewed here by a single justice. The ruling of the Court appears in the opinion: Mr. Thompson argued for the motion to discharge. The contract on file, admitted to be the only one on which the prisoner was tried, failed to show any signature by the prisoner, as required by law for its enforcement, nor is any written assent of the prisoner shown to the assignment of the alleged contract. By our statute of frauds, as well as by the Master and Servant Act, both contract and assignment must be signed. There can be no legal assignment of a personal trust. Even in partnership, a *delectus personae* always exists; only property, *res chose in action*, and bills of exchange, are transferable by mere assignment of the holder—not contracts for personal service. Metcalf is shown to be dead, by the pleadings of his executors and heirs. There is nothing in the assignment, if it were valid, about Metcalf's partners, and all power over the prisoner's person ceased at Metcalf's death. Metcalf could give no third party rights to the enforcement of the service after his own death.

Mr. Stanley, *contra*. The only question is, whether this cause was tried by a Court having jurisdiction under any constitutional law of this Kingdom. There is no doubt of this. The jurisdiction is clearly given under Sections 1418 and 1419, Civil Code. This contract was the property of Metcalf and his partners, Tucker and Walker, who have been decided by this Court to have an interest in it. By Section 1425, Walker, the surviving partner, has rights in the contract. Dormant partners have rights in such contracts.

The legality of the assignment, and the effect of Metcalf's death, are not, however, before this Court. It would require evidence to show the facts, as much as any other facts tending to show illegality in the contract.

Mr. Jones, in reply. To give the magistrate jurisdiction, there must be a contract such as the law requires. This alleged contract no more affects the prisoner, or gave the magistrate jurisdiction to imprison him, than if it were a piece of blank paper. The Constitution of this Kingdom, granted in 1864, expressly repeals in Art. 78, all laws repugnant thereto, and in Art. 11 prohibits involuntary servitude, except for crime. This law, passed in 1869, is thus expressly repealed. There is no pretense that the prisoner has committed a crime, (citing *Parsons vs. Trask*, 7 Gray, 476.) The mittimus must specify the offense, or it is void; it should show that the prisoner was held to service by Theo Metcalf, or his representatives. It sets forth no person as plaintiff, nor a suit by any person, nor that the prisoner was tried at all.

Mr. Harris, *contra*. The case of *Parsons vs. Trask*, if authority in Massachusetts, has been followed by no other Courts, so far as known. The decision in that case, if sound, does not apply in this. This contract specifies the place of its fulfillment, the nature of the business, the terms of service, and the compensation therefor, and is a contract the enforcement of which is expressly provided for by the laws of this country. There is nothing similar to chattel slavery in the prisoner's condition. This is not involuntary servitude, for it was voluntarily incurred by the prisoner's own act, and may be avoided whenever he will consent to execute his contract. He has agreed to do certain things. This is free, voluntary action. A slave had no right to wife, child, or to anything on earth, nor did any law or agreement, except his master's orders, govern him. As to the defect alleged in the mittimus, the common law is not the law here; in this respect, no rule or practice of any Court of this Kingdom requires a mittimus to set forth anything not contained in this. Only such defects will be considered as make the mittimus clearly void. [Smith's Land Cases, 819.] It must be a clearly unconstitutional law which would lead to an injustice of this Court to declare it to be so, contrary to the reiterated view of the Legislature. Metcalf's death is not in evidence, but admitting it, we still have a right to the judgment of the lower Courts on the effect of our contract, and of all the circumstances relating to it. It is a contract to serve another, and such other as Rogers might indicate, and Rogers is not dead. The Court will only consider, 1, whether the magistrate acted under a visibly valid law, 2, whether the proceedings are free from irregularities which do not affect their vitality, 3, whether the judgment was under the law, and authorized by it.

Of Metcalf's death, there is no evidence, but admitting it, we still have a right to the judgment of the lower Courts on the effect of our contract, and of all the circumstances relating to it. It is a contract to serve another, and such other as Rogers might indicate, and Rogers is not dead. The Court will only consider, 1, whether the magistrate acted under a visibly valid law, 2, whether the proceedings are free from irregularities which do not affect their vitality, 3, whether the judgment was under the law, and authorized by it.

Mr. Jones in reply. In questions affecting the liberty of the subject, the Court will weigh every argument very carefully. These proceedings strike at the liberty of the man. This contract is before the Court. It is in three languages: English, Spanish, and Chinese. The English is headed, "Emigration to the Sandwich Islands," the Spanish, "Emigration China Para el Peru." It is invalid on the face of it for want of mutuality. Slavery has grades. This is like Mexican peonage.

NEW ADVERTISEMENTS.

The Undersigned Offers For Sale TO ARRIVE



Per Bark "Courier," Daily Expected FROM LIVERPOOL, THE FOLLOWING—

Choice Assortment of Merchandise, Expressly and Carefully

SELECTED FOR THIS MARKET! COTTONS!

Vis-PRINTS of the most dashing and recherche styles, Motives and Stripes, in orange, green, pink, yellow and violet patterns, of which will be shown on arrival.

WHITE SHIRTINGS, fine and medium qualities, GREY SHIRTINGS, medium quality and wide, GREY DRILLINGS, heavy and medium, WHITE DRILLINGS, heavy and medium, and patterns.

LINENS! Bleached and Striped Drillings, superior and medium, Brown Diagonal Drills, light and heavy, Bleached Sheetings, 66 lines—very fine.

CAMBRIC HANDKERCHIEFS, finest qualities, in pieces and hemmed, BLACK HOLLANDS & COATINGS, assorted numbers and widths, SUPERIOR BLOUSE LINEN, assorted numbers and widths, and patterns.

WOOLENS! SHAWLS—Black Merinos, Cheek Tissues, colored, of assorted sizes, WATER-PROOF TWEEDS—different patterns, TABLES—assorted widths and colors, BALMOIL SKIRTS, different patterns and sizes, CRIMSON SHIRTS, a splendid assortment of the very latest styles, BLANKETS, white, green, orange, and a variety of all sizes and widths.

UNION & TWILLED FLANNEL, white and indigo blue—36 inch, PATENT VELVET CARPETS, choice designs—27 inch, BROADCLOTHS, black and blue—double width.

GROCERIES! J. & T. Norton's Pie Fruits, Jams, Jellies, Cream Tartar, Saleratus, Pepper, Mustard, Salad Oil, Vinegar, Corn Powder, Pimento, Cloves, Mixed Spices, Maca, Nutmegs, Cinnamon, Ginger, Sage, Thyme, Mint, Parsley, Mixed Herbs, Worcestershire and other Sauces, Tins of Preserved York Ham, Choice York Ham in Salt, Cornish Hens and Sardines, Hockin & Wilson's Assorted Sauces, Pie Fruits, Jam, Jellies, Lemon Syrup, Salad Oil, Asa's Pickles, Mustard, Lemon, Orange and Citron Peel, Cocoa, Macaroni, Vermicelli, Potted Meats, Peppers, Currants, Figs, and Cream Tartar.

Liquors, Wines and Beers. DUNVILLE'S WHISKY, in bottles and bulk, BRANDY—Martell's and Hennessy's brand, CHAMPAGNE of superior brand, Best & Co's celebrated Ale and Porter, Ginger Wine, Rum, Macdon & Co's Stout, etc.

SUNDRIES. Silk and Cotton Umbrellas, all sizes, Ladies' Straw Hats, untrimmed, newest styles, J. Gould & Co's unequalled Perfumes, Soaps, Brushes, etc., Gougeon & Son's prime pressed and English Soap, in 5 pound boxes, Houp Cakes, Heavy Baggings, 40 42ins, Burlap Bags, Sheathing Paper, Roofing Slat, White Lead, Zinc and Galvanized Oil, Nappies, Portland Cement, Fire Bricks, and a square, Slates, Fencing Wire, No. 4, 5 & 6, Hoop Iron, 1 1/2, 1 1/4, 1 1/8, 1 inch, Manila Cordage, and all sizes, Spin Yarn, American, and all kinds of Hardware, Liverpool Salt, &c.

THEO. H. DAVIES, Honolulu, August 9th, 1870.—30-4t

REDUCTION! IMPROVE THE OPPORTUNITY!

CARD PHOTOGRAPHS at reduced prices, from August 1st to September 1st. Cards de Visite will be taken for three dollars per dozen, or two dollars for five dollars, at Chase's Photograph Gallery, Fort Street.

H. L. CHASE.

Notice of Removal. THE UNDERSIGNED begs to inform his customers that he has removed the RAILROAD STORE to the corner of Hotel and Nuanu Streets, where he will be happy to serve them as usual. Thankful for their patronage at the old stand, he hopes for a continuance of the same at the new.

Wm. BYAN.

The Ladies' Benevolent Society! WILL HOLD A FAIR early in November next, for the benefit of the Boarding Schools for Girls, and other purposes of the Society. Assistance from the friends here or abroad, will be gratefully received by the Society.

25-3t

ICE! ICE! ICE! HAVING made arrangements for a constant supply of Ice, the undersigned offers for sale in quantities to suit purchasers, at the Hudson Bay premises, Ice at 5 cents per pound. Ice delivered to two customers.

Orders from other Islands promptly and carefully attended to. [28-3m] W. A. BUSH.

100 Chests of Pouchong Tea. A superior article. For sale by WALKER & ALLEN.

BREAD—Medium and Pilot Bread. For sale by WALKER & ALLEN.

CATS—California and Oregon Cats. For sale by WALKER & ALLEN.

GROCER AND SHIP CHANDLER, Lohaina, Maui, on the steam frigate 444 tons. 150t

BURLAPS—20 Bales 40 inch Burlaps. For sale by WALKER & ALLEN.

IRON COOLERS—18 New Iron Coolers. For sale by WALKER & ALLEN.

COFFEE—A Sup'r Ass't of Old Kona Coffee. For sale in quantities to suit purchasers, at 25c per lb. WALKER & ALLEN.

HOOP IRON—3-4, 7-8, 1 and 1-4 inch. For sale by WALKER & ALLEN.

RHINE WINE and CLARET. For sale by H. HACKFELD & CO.

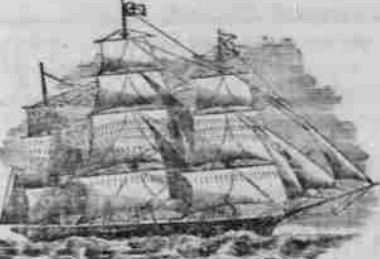
BLACKSMITH'S COAL, FIRE CLAY & PIPE COAL, for sale by H. HACKFELD & CO.

HEMP CANYAN and DUCK. For sale by H. HACKFELD & CO.

EDWIN JONES, GROCER AND SHIP CHANDLER, Lohaina, Maui, on the steam frigate 444 tons. 150t

NEW ADVERTISEMENTS.

The Undersigned Offers For Sale TO ARRIVE



Per Bark "Courier," Daily Expected FROM LIVERPOOL, THE FOLLOWING—

Choice Assortment of Merchandise, Expressly and Carefully

SELECTED FOR THIS MARKET! COTTONS!

Vis-PRINTS of the most dashing and recherche styles, Motives and Stripes, in orange, green, pink, yellow and violet patterns, of which will be shown on arrival.

WHITE SHIRTINGS, fine and medium qualities, GREY SHIRTINGS, medium quality and wide, GREY DRILLINGS, heavy and medium, WHITE DRILLINGS, heavy and medium, and patterns.

LINENS! Bleached and Striped Drillings, superior and medium, Brown Diagonal Drills, light and heavy, Bleached Sheetings, 66 lines—very fine.

CAMBRIC HANDKERCHIEFS, finest qualities, in pieces and hemmed, BLACK HOLLANDS & COATINGS, assorted numbers and widths, SUPERIOR BLOUSE LINEN, assorted numbers and widths, and patterns.

WOOLENS! SHAWLS—Black Merinos, Cheek Tissues, colored, of assorted sizes, WATER-PROOF TWEEDS—different patterns, TABLES—assorted widths and colors, BALMOIL SKIRTS, different patterns and sizes, CRIMSON SHIRTS, a splendid assortment of the very latest styles, BLANKETS, white, green, orange, and a variety of all sizes and widths.

UNION & TWILLED FLANNEL, white and indigo blue—36 inch, PATENT VELVET CARPETS, choice designs—27 inch, BROADCLOTHS, black and blue—double width.

GROCERIES! J. & T. Norton's Pie Fruits, Jams, Jellies, Cream Tartar, Saleratus, Pepper, Mustard, Salad Oil, Vinegar, Corn Powder, Pimento, Cloves, Mixed Spices, Maca, Nutmegs, Cinnamon, Ginger, Sage, Thyme, Mint, Parsley, Mixed Herbs, Worcestershire and other Sauces, Tins of Preserved York Ham, Choice York Ham in Salt, Cornish Hens and Sardines, Hockin & Wilson's Assorted Sauces, Pie Fruits, Jam, Jellies, Lemon Syrup, Salad Oil, Asa's Pickles, Mustard, Lemon, Orange and Citron Peel, Cocoa, Macaroni, Vermicelli, Potted Meats, Peppers, Currants, Figs, and Cream Tartar.

Liquors, Wines and Beers. DUNVILLE'S WHISKY, in bottles and bulk, BRANDY—Martell's and Hennessy's brand, CHAMPAGNE of superior brand, Best & Co's celebrated Ale and Porter, Ginger Wine, Rum, Macdon & Co's Stout, etc.

SUNDRIES. Silk and Cotton Umbrellas, all sizes, Ladies' Straw Hats, untrimmed, newest styles, J. Gould & Co's unequalled Perfumes, Soaps, Brushes, etc., Gougeon & Son's prime pressed and English Soap, in 5 pound boxes, Houp Cakes, Heavy Baggings, 40 42ins, Burlap Bags, Sheathing Paper, Roofing Slat, White Lead, Zinc and Galvanized Oil, Nappies, Portland Cement, Fire Bricks, and a square, Slates, Fencing Wire, No. 4, 5 & 6, Hoop Iron, 1 1/2, 1 1/4, 1 1/8, 1 inch, Manila Cordage, and all sizes, Spin Yarn, American, and all kinds of Hardware, Liverpool Salt, &c.

THEO. H. DAVIES, Honolulu, August 9th, 1870.—30-4t

REDUCTION! IMPROVE THE OPPORTUNITY!

CARD PHOTOGRAPHS at reduced prices, from August 1st to September 1st. Cards de Visite will be taken for three dollars per dozen, or two dollars for five dollars, at Chase's Photograph Gallery, Fort Street.

H. L. CHASE.

Notice of Removal. THE UNDERSIGNED begs to inform his customers that he has removed the RAILROAD STORE to the corner of Hotel and Nuanu Streets, where he will be happy to serve them as usual. Thankful for their patronage at the old stand, he hopes for a continuance of the same at the new.

Wm. BYAN.

The Ladies' Benevolent Society! WILL HOLD A FAIR early in November next, for the benefit of the Boarding Schools for Girls, and other purposes of the Society. Assistance from the friends here or abroad, will be gratefully received by the Society.

25-3t

ICE! ICE! ICE! HAVING made arrangements for a constant supply of Ice, the undersigned offers for sale in quantities to suit purchasers, at the Hudson Bay premises, Ice at 5 cents per pound. Ice delivered to two customers.

Orders from other Islands promptly and carefully attended to. [28-3m] W. A. BUSH.

100 Chests of Pouchong Tea. A superior article. For sale by WALKER & ALLEN.

BREAD—Medium and Pilot Bread. For sale by WALKER & ALLEN.

CATS—California and Oregon Cats. For sale by WALKER & ALLEN.

GROCER AND SHIP CHANDLER, Lohaina, Maui, on the steam frigate 444 tons. 150t

BURLAPS—20 Bales 40 inch Burlaps. For sale by WALKER & ALLEN.

IRON COOLERS—18 New Iron Coolers. For sale by WALKER & ALLEN.

COFFEE—A Sup'r Ass't of Old Kona Coffee. For sale in quantities to suit purchasers, at 25c per lb. WALKER & ALLEN.

HOOP IRON—3-4, 7-8, 1 and 1-4 inch. For sale by WALKER & ALLEN.

RHINE WINE and CLARET. For sale by H. HACKFELD & CO.

BLACKSMITH'S COAL, FIRE CLAY & PIPE COAL, for sale by H. HACKFELD & CO.

HEMP CANYAN and D